

## ARTICLE 12

### LAYOFF AND RECALL

#### **Section 1. Seniority Definitions.**

- a. Time in service seniority shall be defined pursuant to Article 11, Part A, Section 1 of the Agreement.
- b. Time in classification seniority shall be defined pursuant to Article 11, Part A, Section 1 of the Agreement. Any time served in a former classification that, through the Civil Service Law Enforcement benchmark, becomes one of the classifications listed in Article 1, Section 2 of the Agreement, shall also be included in time in classification seniority. In addition, time in classification seniority shall include all time served in the classification in the event the employee had more than one assignment in his/her current classification, except that time served in another classification shall not be counted.
- c. Time in rank seniority shall be calculated from the effective date of promotion to the sergeant rank and shall include all time served in the State Police Sergeant 12 (IIIB), State Police Det. 12 (III)(Sgt.), State Police Spl. 12 (III)(Sgt.), and State Police Aircraft Pilot 12 (III) classifications, as well as all time served at the rank of sergeant.
- d. Article 11, Part A, Section 2 shall apply to any employee who separated after July 1, 1980, for any of the conditions listed in that Section. Reinstated employees who separated before July 1, 1980, shall be credited with all time served in the Department in computing time in classification, time in service and time in rank seniority.
- e. Notwithstanding other sections of this Article pertaining to seniority in layoff and recall, the Employer may layoff, bump and recall out of line seniority to continue or initiate a Civil Service Commission-approved selective certification.

#### **Section 2. Layoffs.**

In the event of a reduction in force, employees will be laid off in accordance with inverse order of seniority and qualifications as set forth in this Article. A layoff occurs when an employee actually leaves state employment or is demoted as a result of a position abolishment.

##### **a. Layoff Rationale.**

- (1) In the event the Department intends to utilize the layoff procedures provided for in this Article, the Department shall provide the Association with its written rationale as to why the layoff of bargaining unit employees is required.

Such rationale shall normally be provided at least 30 calendar days in advance of the expected date of layoffs, unless the Department could not reasonably have known at such time that layoffs would be required.

- (2) Such rationale shall include a plan of layoffs and such authoritative budgetary information in the Department's possession as is reasonably necessary to demonstrate that current or expected appropriations and/or allotments to Departmental accounts are or will be insufficient to sustain the current Departmental programs and workforce at their current or previously anticipated levels. In addition, the Department's rationale shall identify those efforts the Department has made, and will be making, to develop alternatives to avoid or minimize the extent and/or duration of unit employee layoffs.
- (3) Upon Association request, the Department will supply the Association with information and estimates in its possession regarding the cost reductions the Department is achieving or expects to achieve in non-personnel accounts, as well as cost reductions the Department expects to achieve through layoff of, or layoff avoidance programs for, other Departmental employees not within this bargaining unit.
- (4) The Association shall have the right to promptly respond to the Department's plan of layoffs, and suggest alternatives to layoff or alternative layoff proposals. Such response may include the right to hold a special conference with the Director.

Nothing herein shall be construed to require the Employer to negotiate with the Association with respect to the layoff or retention of employees within or outside this bargaining unit, nor shall it be construed to restrict the Department's discretion to determine the nature and level of services to be provided, staffing levels within the Department, or to implement layoffs.

b. Layoff Form to Employees.

When a reduction in force is anticipated the Employer shall notify the Association and shall send to each employee who may be affected by the reduction a layoff-bumping preference form. This form is to be filled out and returned to the Employer within seven calendar days.

c. Layoff Implementation.

Whenever the employer implements a reduction in force in the Department, the following policy shall apply:

- (1) For purposes of bumping, a vacant position which the Department intends to fill shall be considered the least senior position.
- (2) In order to exercise a bumping option, an employee must possess greater seniority than the employee to be bumped.
- (3) If the employee being laid off is a sergeant, the employee shall have the option of being laid off or bumping the least senior sergeant at the same work unit or facility (for the purposes of this Section, all work locations within a 15 mile radius from the physical location of assignment shall be considered one unit or facility), if any or if none, may bump the least senior sergeant within the Department. The employee shall bear all expenses related to any relocation caused by this bumping.

A laid off sergeant will exercise his/her option to bump another sergeant pursuant to Article 12, Section 1 of the Agreement by applying time in rank seniority among other sergeants.

- (4) Any least senior sergeant being bumped or laid off in accordance with Paragraph "3" shall have the option of:
  - a. Being laid off; or
  - b. Bumping the least senior trooper in the work location; or
  - c. Bumping the least senior sergeant in the state.

If no trooper is assigned in a unit or work location where sergeant(s) are scheduled for layoff, then such sergeant(s) may bump the least senior trooper within a radius of 15 miles from his/her unit location (from the physical location of assignment) and if no troopers are located within 15 miles, he/she may bump the least senior trooper at the nearest post or work location, with the exception of Lansing area units. At such Lansing area units, the sergeant or sergeants being laid off shall have the option of bumping the least senior sergeant(s) in the Department or may bump the least senior trooper(s) at work locations within a 50 mile radius of the Headquarters location, provided that if this latter option is exercised, the Employer may proportionately determine the location or locations such sergeants will bump to.

A sergeant will exercise his/her option to bump a trooper, pursuant to this section of the Agreement, by applying time in service seniority. A trooper will exercise his/her option to bump a trooper, pursuant to this section of the Agreement, by applying time in service seniority.

- (5) When layoffs are made within the rank of trooper the Employer will lay off

the least senior trooper in the program component or work unit according to time in service seniority.

(6) Any least senior trooper laid off or bumped in accordance with this Article shall have the option of:

a. Being laid off; or

b. Bumping the least senior trooper in the Department. If the employee opts to utilize the bumping provision, the Employer shall assign the employee to a position anywhere in the Department. Because the employee has no option to bump at his/her same location, the Employer shall bear all expenses related to any relocations as provided in Article 13.

(7) Any employee bumping into the Intelligence Section must have completed the specialized unit training within the last three years preceding the bump and have had former satisfactory experience in the job. Additionally, the employee must receive a Federal security "secret clearance" in order to remain in the section following the bump. The above "bump protection" shall not exceed eight bargaining unit employees in the section.

(8) After reaching tentative conclusions in regard to the "bumping" moves, the Employer shall meet with the Association for review of the moves. The purpose is to receive input from the Association in order to make sure that, to the extent practical, the "bumping" moves are made in accord with this Agreement and to resolve any problems.

(9) Whenever an employee has exercised an option to bump resulting in a relocation of more than 15 radius miles, the Employer may honor a request from another employee to voluntarily accept the relocation in lieu of the bumping employee. In those circumstances where such requests are honored, the Employer shall not be required to pay any relocation expenses. The decision to honor such voluntary requests is at the sole discretion of the Employer and is not grievable.

### **Section 3. Position Exemptions.**

In regard to any kind of layoff or reduction, it is recognized the Employer may, in its sole discretion, exempt certain jobs from being "bumped" into unless the employee who is exercising the "bumping" option has former satisfactory experience in the job(s). However, the Employer may not exempt positions exceeding more than 50% of the total number of employees on layoff at any time. In no event may such exempt positions exceed 50 in total number. Notice exempting certain jobs from "bumping" must be stated by the Employer on the layoff-bumping preference form in order to be exempt from layoff. Employees in these specially-qualified jobs may be subject to layoff, in which event they

have the same “bumping” options as other employees.

**Section 4. Limitations and Understandings.**

- a. During times of scheduled layoffs it is understood that the following provisions apply to employees who remain employed and retain rank within the bargaining unit:
  - (1) During a layoff period recall rights supersede the voluntary transfer process.
  - (2) Layoff-bumping shall not be used for promotional purposes.
  - (3) Promotions of troopers currently serving in pattern positions are not prohibited.
  - (4) Reassignments in accordance with Article 14 are not prohibited.
  - (5) Temporary assignments are not prohibited.
  - (6) Hardship transfers as provided for in Article 13, Section 4a and Employee Special Circumstance Transfers as provided for in Article 13, Section 5 are not prohibited.
  - (7) Any transfer that has been announced via an official Department publication prior to the time the Association receives notice of layoffs shall not be held in abeyance.
  - (8) The voluntary transfer process shall be held in abeyance until the layoff period terminates in accordance with Section 4c of this article.
- b. During a layoff period it is understood that the following provisions apply to employees who are demoted or become unemployed due to a layoff:
  - (1) Statewide recall rights apply for purpose of re-employment into the bargaining unit or recall to the former rank.
  - (2) Once recalled into the bargaining unit, all other recall rights permitted under this article shall apply. See “a” above.
  - (3) The hiring process is held in abeyance until the statewide recall list is exhausted.
  - (4) Only troopers who are laid off and become unemployed or, sergeants who are demoted in rank or become unemployed, shall have a statewide right of recall according to seniority as defined in Article 11, Part A, Section 1 of the Agreement, for a period of ten (10) years. Statewide

recall rights are limited to two opportunities to exercise this right.

(5) Nothing in this section precludes the Employer from recalling an employee from the statewide recall list directly into a position which represents the employee's special, primary or secondary right of recall.

(6) When two or more employees who have been laid off and become unemployed are recalled at the same time, the Employer will notify the Association of the number of employees to be recalled and the locations to which recall will occur based on operational need. In seniority order, those employees shall first be offered their primary right of recall location if such location is one to which the Employer has notified the Association will be filled by recall. After the primary rights of recall within the group to be recalled have been exhausted, the remaining employees will be offered their secondary right of recall, if applicable and available from the locations to be filled. In the event an employee's primary right of recall and applicable secondary right of recall location are not available, employees will be offered statewide recall based upon seniority. Seniority rights will apply if more than one employee being recalled is on the same recall list for the same location.

c. A layoff period terminates when all employees who have left the Department have been offered the opportunity to return to the Department at their former rank and all employees who are reduced in rank have been offered the opportunity to return to their former rank.

#### **Section 5. Recall Notice.**

Employees being recalled shall be notified by a verifiable method of contact. Such methods may include e-mail, telephone, facsimile, in person, or US mail. If the contact is by US mail, it will be sent by certified or registered mail to the employee's last-known address of record. Within four business days from the date the contact was made by e-mail, telephone, facsimile, or in person, the employee must notify the Employer of his/her decision to accept the recall position. If the contact was made by US mail, the recalled employee must notify the Employer of his/her decision to accept the recall position within seven business days from the date the letter was postmarked.

For purposes of this section, "business days" shall be Monday through Friday, exclusive of state holidays.

Unless otherwise mutually agreed by the employee and the Employer, the employee shall report for duty in not less than seven days after notification to Human Resources, or shall report at such later date specified in the notice.

#### **Section 6. Recall Rights and Recall Procedure.**

a. The recalling of laid off employees will be in the opposite order of layoffs (i.e., the most senior qualified employee shall be recalled first) as set forth

below:

(1) Trooper Recall:

If the recall is to a trooper position, recall notice shall be sent to the most senior employee on layoff. Troopers are eligible for special, primary, secondary and statewide recall rights. Recall rights shall be honored in the following order:

- a. Any trooper who was bumped or laid off will have a special right of recall (if applicable) to the identical position they vacated at the time of the reduction in force for a period of ten (10) years.
- b. Any trooper who was bumped or laid off will have a primary right of recall according to seniority to the work location from which they were bumped or laid off for a period of ten (10) years. For the purposes of this section, a work location means the actual building the trooper was located in, with the exception of Lansing where all locations within fifteen (15) radius miles of headquarters are defined as one work location.
- c. Any trooper who was bumped or laid off may elect to designate up to four (4) additional work locations of their choice as secondary right of recall according to seniority for a period of ten (10) years.

(2) Sergeant Recall:

If the recall is to a sergeant position, recall notice shall be sent to the most senior sergeant on layoff. Sergeants are eligible for special, primary, secondary and statewide recall rights. Recall rights shall be honored in the following order:

- a. Any sergeant who was bumped or laid off will have a special right of recall to the identical position they vacated at the time of the reduction in force for a period of ten (10) years.
- b. Any sergeant who was bumped or laid off will have a primary right of recall according to seniority to the work location from which they were bumped or laid off for a period of ten (10) years. For the purposes of this section, a work location means the actual building the employee was located in, with the exception of Lansing where all locations within fifteen (15) radius miles of headquarters are defined as one work location.

- c. Any sergeant who was bumped or laid off may elect to designate up to four (4) additional work locations of their choice as secondary right of recall according to seniority for a period of ten (10) years.
- b. After reaching tentative conclusions in regard to a general recall the Employer shall meet with the Association for review of the recall and moves. The purpose is to receive input from the Association in order to make sure that to the extent practicable, the recalls and the moves are in keeping with subsection a. above and to resolve any problems.
- c. It is understood that, except as otherwise provided herein, recalls within a class shall be by seniority.
- d. The recalling of laid off employees will be according to the following procedure:
  - (1) If recalled to a position based on the special right of recall, the employee will be removed from the special, primary and secondary recall lists. Any employee, rejecting or failing to respond to a special right of recall, will be removed from all recall lists.
  - (2) If recalled to a work location based on the primary right of recall, the employee will be removed from all secondary lists and the statewide list, but will remain eligible for special right of recall (if applicable). Any employee, rejecting or failing to respond to a primary right of recall, will be removed from both the primary and secondary recall lists respectively.
  - (3) If recalled to a designated secondary location, the employee will be removed from the statewide list, but will remain eligible for recall to the remaining secondary locations (if any), the primary location and any special right of recall position (if applicable). Any employee, rejecting or failing to respond to a recall to a secondary right of recall location, will be limited to a period of five (5) years eligibility from the time of layoff for both the primary right of recall location and any remaining secondary right of recall locations.
  - (4) If recalled via the statewide list, the employee will be removed from the statewide list but will remain eligible for recall to secondary locations (if any), the primary location and any special right of recall position (if applicable). Any employee, rejecting or failing to respond to a statewide right of recall position, except for medical reasons, shall be placed on the bottom of the statewide recall list. Employees, who reject or fail to respond to a second statewide recall, shall be removed from the statewide recall list.
- e. An officer demoted from a supervisory position to a position in the bargaining



unit shall be credited with all accumulated seniority in the enlisted ranks. Time spent above the rank of sergeant shall be added to the time spent at the rank of sergeant.

**Section 7. Recall Forfeiture.**

- a. Employees who became unemployed due to layoff and fail to timely respond to the recall notice or timely report for duty shall forfeit their employment rights and be removed from the employment rolls. For good cause shown, however, after establishment of valid reasons for untimely responding, an employee may continue on the recall list, but shall have only future recall rights.
- b. Employees who became unemployed due to a layoff and refuse to accept a recall position, except for medical reasons, shall be considered placed on the bottom of the statewide recall list. Employees who reject a second recall shall be removed from the employment rolls.

**Section 8. Layoff/Recall Expenses.**

Any employee exercising his/her "bumping" and/or recall option, except as provided in Section 2-c(6b), shall bear all expenses involved in the relocation and no employee shall be required to relocate his/her residency during periods of layoff.

**Section 9. Leave Credits.**

- a. Upon layoff from the department, all accumulated leave credits, except compensatory time, shall be frozen. Upon recall from layoff, such frozen leave balances shall be re-credited to the employee.
- b. At the written request of the employee, any annual leave and/or deferred hours (Plan B) may be liquidated by lump sum cash payment by the department after the effective date of layoff.
- c. If the employee suffers a loss of seniority, pursuant to Article 11, Part A, Section 2 of the Agreement, any frozen leave balances will be paid to the employee as if the employee has separated from the department.

**Section 10. Grievance.**

The enforcement of this Article shall be by timely utilization of the grievance procedure of this Agreement.